



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE
SERVICES DIVISION OF PROCUREMENT AND SUPPORT
SERVICES**

**REQUEST FOR PROPOSAL FOR COMMERCIAL INSURANCE CARRIER
FOR THE GRANITE STATE PAID FAMILY AND MEDICAL LEAVE PLAN
RFP # 2571-22**

DUE DATE: May 9, 2022 at 10:00 AM (EST)

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REQUEST FOR PROPOSAL FOR COMMERCIAL INSURANCE CARRIER FOR THE GRANITE STATE PAID FAMILY AND MEDICAL LEAVE PLAN

SECTION I: INTRODUCTION

A. Objective

The State of New Hampshire (NH) seeks a commercial insurance carrier to fully insure and administer the Granite State Paid Family and Medical Leave (PFML) Plan (the Plan). The winning carrier shall provide coverage to all three participant groups: the State as an Employer, Private and Other Public Employers and the Individual Group (as further described below) in compliance with the provisions of HB2 (Chapter 91, Laws of 2021) and its referenced RSAs (Appendix A), and all other applicable federal and state laws and Department of Administrative Services (DAS), NH Employment Security (NHES) and NH Insurance Department (NHID) rules. The winning carrier shall also administer the PFML Premium Fund associated with the PFML Plan. The winning carrier is not required to respond to the corresponding RFP issued for a marketing and outreach contractor but is permitted to do so. The marketing and outreach RFP will be posted and can be accessed at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

B. Background

Included in the Fiscal Year (FY) 22/23 NH State budget was a provision in the Budget Trailer Bill, HB2, to require the State to implement a voluntary paid family and medical leave plan. The Plan is the first of its kind affording an alternative to a mandatory program by providing voluntary access to an attractive and affordable benefit for all employees working in NH and a business enterprise tax (BET) credit equal to 50% of the premium paid by sponsoring employers.

The Plan provides participating NH workers with 60% of their average weekly wage for up to six (6) weeks per year for specified leaves of absence from the workplace. The Plan is intended to emulate the federal Family and Medical Leave Act (FMLA) in many aspects, as further described in Section III. Subject to terms negotiated between Private and Other Public Employers and the winning carrier, the Plan is intended to provide wage replacement insurance to assist NH workers who do not have other comparable benefits when they need to take leave.

As outlined in the law (Appendix A), the Plan defines three eligible groups: 1) State Employer: The State is required to purchase PFML insurance for its employees through the winning commercial carrier which shall serve as the Plan's base risk pool, excluding coverage for an employee's own serious health condition. The premium for the State shall be expressed as a percentage of wages. 2) Private and Other Public Employers: Private and Other Public Employers may voluntarily opt into the Plan and contract directly, either through in house staff or through agents, brokers, and/or consultants with the commercial carrier for advantageously priced PFML coverage that can be customized to the extent it is permitted by the law and insurance rules. The premium for employers shall be derived from the State Rate through the application of rating factors that are actuarially justified. 3) Individuals: Individuals working for employers who do not participate in the Plan may voluntarily opt into the Plan indirectly through a group purchasing pool. Premium from individuals in this group shall not exceed \$5 per subscriber per week.

The three groups are to be underwritten as one pool wherein the group rates are required to be submitted with the response to the RFP; thereafter, the winning carrier shall be required to file the applicable policies, certificates, and forms with NHID. That filing submission shall be comprised of (1) policies and certificates issued to the State Employer group, (2) policies and certificates issued to the Individual group, and (3) policies and certificates for the Private and Other Public Employers group.

To administer the Plan, the winning carrier will collect premium directly from the State as an Employer, through payroll deduction for Private and Other Public Employers with greater than 50 employees, and through the PFML Premium Fund (which the winning carrier will administer on behalf of NHES) for the

market the Plan in collaboration with DAS, NHES and the winning contractor of the outreach and marketing RFP, if different from the winning carrier.

The law specifies that PFML coverage will be available for purchase by all three covered groups by January 1, 2023.

C. Terminology

1. **Birth and bonding** aligns with the FMLA to include the birth of a child and to bond with the newborn child within one year of birth; and the placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
2. **Care for a family member** aligns with the FMLA to include care for the employee's spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal care.
3. **Child** has the same meaning as "son or daughter" under the FMLA (i.e., a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age, or who is 18 years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence).
4. **Employee** means a person performing services for any employer with a physical location in NH in exchange for wages under any contract of hire written or oral, express or implied.
5. **Employer** means any individual or type of organization located in NH, which has in its employ one or more individuals performing services for it within the State.
6. **Equivalent Benefit** means at least the same benefit level (60%) and number of weeks (6) of family and medical leave.
7. **Family member** means a child; a parent; or the child's spouse or domestic partner; a biological, adoptive, foster or step grandparent; a spouse or domestic partner.
8. **Individual Group** is comprised of individuals who work for employers who do not offer either PFML coverage under the Plan as authorized by RSA 21-I:96 through RSA 21-I:108 or a PFML benefit that is at least equivalent to such coverage under the Plan, and who voluntarily opt to purchase coverage through the Plan.
9. **Intermittent/Reduced Schedule** recognizes that benefits shall be available in increments of at least four hours on any one day on an intermittent and continuous basis.
10. **Own Serious Health Condition** aligns with the FMLA to cover a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care. This type of coverage is only available if the employee's employer does not offer short-term disability coverage.
11. **Parent** means a biological, adoptive, foster, or stepparent, or legal guardian as defined in "family member".
12. **Permanent State Employee** means any full-time employee who has completed their 12-month probationary period with any branch of the State government, including any person who has been or will be employed on a temporary basis for a period of not less than six (6) months in a 12-month period.
13. **Private Employer** means any entity located in NH and which falls outside the definition of State Employer and Public Employer.
14. **Public Employer** means any political subdivision of the State, any quasi-public corporation, the state community college system and the state university system.
15. **Qualifying Exigency and Military Caregiver** aligns with the FMLA to include any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status or caring for a covered service-member with a serious injury or illness if the eligible employee is the service-member's spouse, child, parent, or next of kin.
16. **Serious health condition** means any illness covered by the FMLA including treatment for addiction as prescribed by a treating clinician, consistent with American Society of Addiction Medicine criteria, as well as treatment for a mental health condition, consistent with American Psychiatric Association criteria.
17. **Spouse** means an individual who is legally married to the employee.
18. **State Employer** means the State of NH, including the executive, judicial and legislative branches.

19. **Wages** means every form of remuneration for personal services paid to the employee by the employer, including salaries, commissions, tips and bonuses.

D. Contract Period

The term of the contract shall commence upon approval of the Governor and Executive Council through December 31, 2027, a period of approximately five (5) years. The contract may be extended for up to two (2) years under the same terms, conditions, and pricing structure upon the mutual agreement between the winning carrier and the State with the approval of the Governor and Executive Council. No payments under the contract shall take place before January 1, 2023.

SECTION II: BIDDING INSTRUCTIONS AND CONDITIONS

A. Proposal Submission Requirements, Deadline, and Location Instructions

Chapter ADM 600 Procurement and Property Rules Apply to and are made a Part Hereof

In accordance with http://www.gencourt.state.nh.us/rules/state_agencies/adm600.html proposals submitted in response to this RFP must be received by the Division of Procurement and Support Services (DPSS), Bureau of Purchase and Property no later than the time and date specified in the Timeline section herein. Proposals must be submitted as follows.

- o **One (1) electronic submission of the complete proposal with pricing as a separate document** via email NH.Purchasing@DAS.NH.Gov

And

- o **One (1) hard copy submission of the complete proposal with pricing and six (6) copies with no pricing** via U.S. Mail or delivery service (see Section VI. Public Disclosure regarding redacted copies)

Hard copy proposals must be addressed to:

RFP#2571-22, Commercial Insurance Carrier for the Granite State Paid Family and Medical Leave Plan
Andrew Bennett
NH Bureau of Purchase & Property
25 Capitol Street - Room 102
Concord NH 03301

Email responses must be labeled with the following information:

State of New Hampshire RFP# 2571-22
Due Date: May 9, 2022 @ 10:00 AM (EST)
Commercial Insurance Carrier for the Granite State Paid Family and Medical Leave Plan

Late submissions will not be accepted and will be returned to the Bidders unopened. Delivery of the proposals shall be at the Bidder's expense. The time of receipt shall be determined by when a proposal has been officially documented by the Bureau of Purchase and Property, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the Bidder's responsibility. In case of a discrepancy between the electronic and paper submissions, the electronic version will take precedence.

1. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Point of Contact:

AGENT EMAIL: Andrew.J.Bennett@das.nh.gov

Inquiries must be received no later than the conclusion of the Bidder Inquiry Period (see Timeline). Inquiries received later than the conclusion of the Bidder Inquiry Period shall not be considered properly submitted and may not be considered.

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the Bureau of Purchase and Property will post on its web site any Addenda. Before your submission and periodically prior to the RFP closing, Bidders are required to check the site for any addenda or other materials that may have been issued affecting the RFP. The web site address is <https://das.nh.gov/purchasing/purchasing.aspx>.

2. Restriction of Contact with State Employees

From the date of release of this RFP until an award is made regarding the selection of a Bidder, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed in the Proposal Inquiries section, herein. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Bidder during the selection process, unless otherwise authorized by the RFP Point of Contact.

3. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals or until the Effective Date of any resulting contract, whichever is later.

B. Timeline

The timeline below is provided as a general guideline and is subject to change. The State reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

Action	Target Completion Date
Commercial Insurance Carrier RFP Released and Posted	3/28/2022
Deadline for Bidder Questions/RFP Clarifications	4/11/2022
Bidder Questions Answered	4/18/2022
Proposals Due	5/9/2022
Anticipated Contract Effective Date	Upon G&C Approval in June/July 2022
Submission of Form Filing to NHID	Two Weeks from G&C Approval

C. Bidder Contacts

Bidders must provide the following information for the individual(s) representing your company during the RFP process:

Representative Name: _____

Phone #: _____ Email: _____

Name of Firm: _____

Office Address: _____

Website: _____

D. Criteria for Evaluation and Scoring

The State's designated evaluation team will review and score (based on consensus) Bidder responses and select the highest scoring proposal based on the financial and non-financial criteria outlined in this RFP. Reference checks, to the extent they are utilized by the State, will be used to refine and finalize scores.

Bidders are advised that this is not a low bid award and that the scoring of the financial section will be conducted separately and then combined with the scoring of the non-financial section to determine the overall highest scoring Bidder.

State officials responsible for the selection of a Bidder shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. Failure to provide all information requested in this RFP may result in disqualification of the proposal.

Bidders chosen from the review process may be called on to demonstrate their products and/or service offering. These select Bidders will make arrangements with the Bureau of Purchase and Property to demonstrate their products and/or service offering. The State shall not be liable for any costs incurred by the Bidder in preparation of its demonstration. All costs incurred are the Bidder's sole responsibility.

1. Minimum Qualifications

DAS, NHES, NHID and other designated State employees shall jointly evaluate the proposals received in response to this RFP. Each proposal shall be evaluated initially to determine compliance with the State's Minimum Qualifications and submission requirements. Any proposal that fails to meet any of the qualifications shall be eliminated from further consideration for this contract. Any proposal that meets all of the minimum qualifications shall be further evaluated in accordance with the State's selection criteria

a. Bidder must be financially stable.

Submission Requirements: Attach to proposal as Exhibit A: a) Bidder's most recent annual report or other financial reports (including audited financial statements); b) SSAE 16, SAS-70, or equivalent external audit of Bidder's operations; and c) most recent A.M. Best Financial Strength Rating Report. If your company is privately held, list owners with five (5) percent or more of equity.

b. Bidder must be licensed with NHID to engage in the business of insurance in the State of NH under RSA 401:1, III and IV, and be in good standing in the carrier's state of domicile.

Submission Requirements: Attach to proposal as Exhibit B: Bidder's proof of licensure and good standing. The license shall remain current throughout the term of any resulting contract for all employees who provide services under the contract.

c. Bidder must carry fidelity and surety insurance or bond coverage and errors and omission insurance.

Submission Requirements: Attach to proposal as Exhibit C: Certificate of insurance for each line of coverage including deductible, annual limit information and name of insurer(s).

d. Bidder must provide all technical information requested in Section C. Technical Architecture of this RFP.

Submission Requirements: Attach to proposal as Exhibit D: Technical Capabilities.

e. Bidder must provide all rating, methodology, underwriting and plan design information requested in Section IV. FINANCIAL SECTION A. Insurance and Administration Proposal of this RFP.

Submission Requirements: Attach to proposal as:

Exhibit E: Applicable Rate Factor Tables and Formulas for (1) Private and Other Public Employers and (2) the Individual Group

Exhibit F: Response to Appendix E: Bidder Total Projected Cost Factors to include:

- State, Example Private and Other Public Employers and Example Individual Rates;
- Demonstration that Private and Other Public Employer Rates are derived from the State Rate;
- Retrospectively experience-rated approach and proposed annual accounting to access the PFML Premium Stabilization Fund for the Individual Group; and
- Five-year proforma financials including an expected, best case and adverse case scenario for the Plan

Exhibit G: Minimum Standards for Underwriting and Plan Design Requirements applicable to Private and Other Public Employers.

2. Financial Scoring (500 Total Points)

The financial proposals (Section IV) will be scored based on an allocation of 500 points for the total projected costs (TPC) as determined by the State. The lowest cost proposal will receive 100% of the 500 points for the TPC for the five (5) year average period from January 1, 2023, to December 31, 2027. All other financial proposals will be scored on a sliding scale where the Bidder's score will be reduced by 20 points for every percentage point it is higher than the lowest cost proposal. As the scale is sliding, scores will be adjusted for partial percentage differences.

TPC is defined as the sum of (1) the average 5-year State Employer Rate multiplied by 75%, plus (2) the average Example Private and Other Public Employer Rate multiplied by 15%, plus (3) the average Example Individual Group Rate multiplied by 10%.

Bidder rates shall be stated as a percentage of salary capped at the Social Security taxable wage maximum. They shall also be based on census data for the State as an Employer in Appendix D, 26 Examples of Private and Other Public Employers in Appendix E, and 10 Examples of Individuals also in Appendix E. Please input your rates by year as instructed in Appendix E and submit your response as Exhibit F. This file will automatically calculate your TPC.

The following table illustrates how the 500 points will be calculated:

		Formula	Example, where: Lowest Bid TPC = 0.25% and Bidder TPC = 0.30%
A	Cost Difference	$= (\text{Bidder's TPC} / \text{Lowest Bid TPC}) - 1$	$(0.30\% / 0.25\%) - 1 = 0.20$
B	Convert Decimal to Percent Value	$= A \times 100$	$0.20 \times 100 = 20$
C	Twenty (20) Point Reduction per Percentage Higher	$= 20 \times B$	$20 \times 20 = 400$
	Bidder's TPC Score	$= 500 - C$	$500 - 400 = \mathbf{100}$

3. Non-Financial Scoring (500 Total Points)

A consensus scoring process will measure the degree to which each Bidder's proposal meets the following non-financial criteria:

- Relevant experience, capacity and qualifications;
- Proposed software, technology and information security;
- Proposed approach to service delivery;
- Completeness and quality of the response to each question; and
- Degree to which response demonstrates a thorough and thoughtful understanding of the needs of the State and the long-term success of the Plan as described in this RFP.

Bidders will receive scores up to the maximum 500 points allocated by each sub-section as follows:

Section	Description	Points
Financial Section IV.A.3.c.	Individual Group Experience Rating Approach	100
Financial Section IV.A.4.	Proforma Financials for the Plan	
Financial Section IV.A.5.	Underwriting and Plan Design Minimum Standards	
Questionnaire V.F.	Performance Guarantees	
Questionnaire V.A.	General Information About the Bidder's Firm	50
Questionnaire V.B.	History and Customer Base (including Public Sector)	
Questionnaire V.C.	Technical Architecture	100
Questionnaire V.D.	Service Delivery	250
	TOTAL	500

4. Contract Award

The award shall be made to the qualified Bidder meeting the criteria established in this RFP and receiving the highest score. Formal and final selection of the Bidder, however, is contingent upon the successful negotiation and the proper execution of all contract documents (acceptable to the State) and the approval of the Governor and Executive Council. The State reserves the right to reject any or all proposals or any part thereof. If an award is made, it shall be in the form of a State of NH contract.

Should the State be unable to reach agreement with the selected Bidder during contract discussions, the State may then undertake contract discussions with the second highest scoring Bidder and so on, or the State may reject all proposals, cancel this RFP, or solicit new proposals under a new procurement process.

SECTION III: SCOPE OF SERVICES AND CONTRACT TERMS

A. Minimum Requirements

Scope of Coverage

1. The Bidder shall fully insure and administer the Plan and its three eligible groups: 1) the State Employer Group, 2) the Private and Other Public Employer Group participants who voluntarily choose to sponsor coverage for their employees, and 3) the Individual Group comprised of individuals who work for employers who choose not to offer PFML coverage or fail to meet minimum participation requirements or do not offer a PFML benefit at least equivalent to the Plan in compliance with the provisions of HB2 and its referenced RSAs and all other applicable federal and state laws and insurance rules.
2. The Bidder shall provide the following scope of coverage for each of the three groups:
 - a. Permanent State Employees;
 - i. Coverage for the same types of leave as FMLA, specifically birth and bonding, care for a family member, qualifying exigency and military caregiver, excluding coverage for an employee's own serious health condition.
 - ii. Wage replacement benefit such that:
 1. Eligible employees shall receive 60 percent of their average weekly wage;
 2. The maximum duration of wage replacement shall be six (6) weeks per year, subject to a 7-calendar day elimination period;
 3. Wages used to determine the 60 percent PFML benefit shall be capped at the amount of the Social Security taxable wage maximum as amended from time to time.
 4. State employees must use all accrued allowable paid time before PFML pays.
 - iii. Premium for coverage shall be charged at a per employee premium amount (the "State Rate") expressed as a percentage of covered payroll.
 - b. Private and Other Public Employers:
 - i. Coverage for the same types of leave as FMLA, specifically birth and bonding, care for a family member, qualifying exigency and military caregiver, including coverage for an employee's own serious health condition. Coverage for an employee's own serious health condition does not include leave that arises from a work-related injury and for which there is workers' compensation (WC) coverage or leave that is based upon the insured's status as disabled and for which there is Short Term Disability (STD) or Long Term Disability (LTD) coverage.
 - ii. Minimum wage replacement benefits such that:
 1. Eligible employees shall receive at least 60 percent of their average weekly wage.
 2. The wage replacement shall be a minimum duration of six (6) weeks, subject to a maximum duration of 12 weeks per year. A waiting period and elimination period may be included, per negotiations with the employer and as permitted by insurance rules.
 3. Wages used to determine the 60 percent PFML coverage shall be capped at no lower than the amount of the Social Security taxable wage maximum as amended from time to time.
 - iii. Bidders shall recognize that:
 1. Private and Other Public Employers may voluntarily choose to provide the minimum coverage above at no cost to their employees or on a contributory or partially contributory basis.
 2. Private and Other Public Employers may voluntarily choose to customize their coverage to provide more than the minimum, to the extent it is permitted by the law and insurance rules.
 3. Employers with 50 or more employees voluntarily opting into the Plan:
 - a. Must collect and remit premium directly to the winning carrier via payroll deduction;

- b. Shall restore employees taking leave to the position held prior to such leave or to an equivalent position by the employer consistent with the job restoration provisions of the FMLA or RSA 275:37-d;
 - c. Shall continue to provide health insurance to employees during the leave however, employees shall remain responsible for any employee-shared costs associated with the health insurance benefits;
 - d. Shall not discriminate or retaliate against any employee for accessing family or medical leave wage replacement benefits;
 - e. May require that paid leave taken under this program be taken concurrently or otherwise coordinated with leave allowed under the terms of a collective bargaining agreement or other established employer policy or FMLA as applicable.
 - 4. Employers with fewer than 50 employees voluntarily opting into the Plan shall not be required (but are permitted) to use payroll deduction and may remit payment to the carrier through the PFML Premium Fund.
 - iv. Premium for coverage shall be charged at a rate that is derived from the State Rate through the application of rating factors that are actuarially justified and specified in your bid response.
 - v. Coverage shall be provided through direct contracts either through in house staff or through agents, brokers, and/or consultants with each employer and the winning Bidder.
- c. Individual Group
- i. Coverage for the same types of leave as FMLA, specifically birth and bonding, care for a family member, qualifying exigency and military caregiver, including coverage for an employees' own serious health condition. Coverage for an employee's own serious health condition does not include leave that arises from a work-related injury and for which there is WC coverage or leave that is based upon the insured's status as disabled and for which there is STD or LTD coverage.
 - ii. Wage replacement benefits such that:
 - 1. Eligible employees shall receive 60 percent of their average weekly wage;
 - 2. The maximum duration of wage replacement shall be six (6) weeks per year, subject to a 7-month waiting period, and a 7-calendar day elimination period;
 - 3. Wages used to determine the 60 percent PFML coverage shall be capped at the amount of the Social Security taxable wage maximum as amended from time to time;
 - 4. Employees must use all accrued paid time, except for 1 week, before PFML pays.
 - iii. Coverage for the Individual Group shall include a 60-day annual open enrollment period so that coverage shall be available for purchase by January 1, 2023.
 - iv. Premium made by Individual Group participants shall not exceed \$5 per subscriber per week:
 - 1. Premium for individuals who work for employers with fewer than 50 employees may be remitted to the PFML Premium Fund;
 - 2. Premium contributions for individuals who work for employers with 50 or more employees shall be remitted through payroll deduction conducted by the employer.
 - v. Coverage through the Individual Group may be experience rated.

Administration

- 1. The Bidder shall agree to the following aspects of Plan administration:
 - a. Promote the Plan in collaboration with DAS, NHES and the winning contractor of the outreach and marketing RFP, if different than the winning carrier.
 - b. Conduct annual open enrollment procedures with the intent of increasing the number of employees in the state with PFML coverage, as follows:

- i. For the Individual Group, within a 60-day period for coverage which becomes available for purchase January 1, 2023, subject to the Plan's approval;
 - ii. For Private and Other Public Employers in accordance with their typical procedures at any point during the year, so long as open enrollment is available no later than December 1, 2022.
- c. Administer the PFML Premium Fund for deposits of insurance premium payments by developing procedures, and providing mechanisms and systems, subject to terms and methods to be negotiated and incorporated into the contract, to:
 - i. Collect enrollment, eligibility and employee wage data;
 - ii. Carry out premium calculations, billing and collection of premium from individuals and employers; and
 - iii. Calculate penalties and grace periods on late payments of premium and conduct the termination process for non-payment.
- d. Perform claim intake and customer service for all covered groups:
 - i. This shall include facilitating claim intake, addressing questions regarding eligibility, documentation, benefit amounts and payments in accordance with best practice protocol and practices for triaging calls;
 - ii. The contact center shall be able to ensure assistance by properly trained specialists by live person phone, regular mail, and email;
 - iii. The contact center shall provide confidential multilingual language translation and be accessible by the visually and hearing impaired;
 - iv. The contact center shall be equipped to produce performance analytics and daily/weekly/monthly reporting of telephone activity.
- e. Perform claims processing, base pay determinations and benefit calculations for all covered groups in an efficient and accurate manner and through proven claims management software systems:
 - i. This shall include adjudication of claims, including collection and review of all necessary supporting documentation, making initial and ongoing payments to those eligible, and handling adjustments as necessary.
- f. Distribute claimant and employer communications for all covered groups related to claims and appeal processes:
 - i. This shall include claim acknowledgement, approval, extension, denial and appeal communications;
 - ii. The State reserves the right to review communication templates;
 - iii. Communications shall be transmitted through regular mail, email and uploaded to the Plan's web portal.
- g. Offer a web-based portal to support the majority of interaction with employees and employers of all covered groups and administrators of the Plan:
 - i. This shall include 24/7/365 accessibility through the State's website;
 - ii. The portal shall facilitate new claim submission, uploading of necessary documentation, viewing status of existing claims, correspondence about claims and viewing and managing benefit and claim experience information;
 - iii. This shall include advance notification on planned system downtime and timely instructions should the website be down unexpectedly.
- h. Perform quality assurance and uphold internal controls, including fraud prevention for all covered groups.
- i. As directed and approved by the State, provide aggregate and detailed quoting, enrollment, premium and claim reporting on a monthly, quarterly and annual basis for overall administration of the Plan:

- i. This shall include standard reports agreed to during the implementation process and ad hoc and/or customized reports developed on an as needed basis in accordance with the Plan's needs that are expected to evolve over time;
 - ii. This shall include data to support the production of an annual summary report on the PFML Plan which shall be made public and delivered to the Governor, the Senate President, and the Speaker of the House of Representatives;
 - iii. This shall include attendance at a mid-year Plan performance review and an annual stewardship review at which time the carrier will summarize activities and performance for the previous year.
- j. Deliver and manage to a detailed, task-oriented implementation plan that positions the Plan to launch open enrollment in time to make coverage available for purchase no later than January 1, 2023.
- k. Support DAS and NHES with their quarterly requirement to provide data and other information and to otherwise work with the PFML Advisory Board, State staff or the Legislature as necessary, including attending meetings onsite as requested.
- l. Comply with all applicable insurance laws and rules of the State of NH and file the rates and forms for the PFML contracts with the insurance commissioner no later than two weeks following Governor and Executive Council approval (estimated June/July 2022).
- m. Acknowledge that proposed NHID Family and Medical Leave Insurance (FMLI) rules (INS 8000) are included as Appendix F and are subject to change.
- n. Acknowledge that the winning carrier shall refer all media requests to the State and assist the State with their compliance with the State's 'Right to Know' laws codified as RSA 91-A.

Professional Staffing

1. The Bidder shall provide staffing to include at least the following roles, who may be required, on occasion, to testify in person before legislative and administrative bodies, for which the State will provide as much advance notice as possible:
 - a. Account Manager
The Bidder shall assign a dedicated Account Manager who will serve as the primary contact for the services outlined in this RFP, be responsible for the day-to-day client relationship and for ensuring the right resources are carrying out the work. The Account Manager shall be well versed in FMLA, disability and/or leave management and be assigned to the Plan and remain assigned for the term of the contract, unless agreed in writing to modify the assignment.
 - b. Contact Center Manager Role
The Bidder shall assign a Contact Center Manager for the program. The Contact Center Manager shall possess a high degree of experience with FMLA, disability and/or leave management programs and have the authority to make resource changes to ensure the Plan's needs are being met.
 - c. Implementation Manager Role
The Bidder shall assign an Implementation Manager who will be responsible for the successful implementation of the program within a short time frame. The Implementation Manager shall possess a high degree of experience with FMLA, disability and/or leave management programs and knowledge of the high-level and detailed activities necessary for a successful implementation.
 - d. The Bidder shall provide the names, titles, duties, experience, and applicable credentials of staff who will work on the Plan. The State reserves the right to approve staff as well as request different staff at any time during the term of this contract if service expectations are not met.

B. Subcontracting

1. Any contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State. The State shall approve the assignment of all subcontractor staff.
2. If subcontractors are to be used, the winning carrier must clearly explain their participation.
3. The winning carrier shall be directly responsible for any subcontractor's performance and work quality when used by the carrier to carry out the scope of the job.
4. Subcontractors must abide by all terms and conditions under any resultant contract.
5. If subcontractors are to be used, proposals must include information as Exhibit H regarding the proposed subcontractors including the name of the company, their address, and contact person.

C. Billing

The winning carrier shall prepare and send insurance premium invoices according to an invoicing schedule and format agreed to by the State.

D. Transition upon Contract Termination or Expiration

The continuation of commercial insurance and carrier services for the Plan on behalf of the State may be solicited prior to the expiration of the contract anticipated to result from this RFP. Should the subsequent contract be awarded to a provider other than the winning carrier, the winning carrier shall cooperate with the State in executing those actions necessary to facilitate a smooth, orderly and complete transition including, without limitation on knowledge and records, transfer to the next service provider.

E. Additional Requirements

1. The carrier shall correct defective work or damages to any part of a building or its appurtenances when caused by the carrier's employees, equipment or supplies. The carrier shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the carrier to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the carrier.
2. The carrier staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the carrier to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
3. The carrier or their personnel shall not represent themselves as employees or agents of the State.
4. While on State property, carrier employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
5. All carrier personnel shall observe all regulations or special restrictions in effect at the State.
6. The carrier's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

SECTION IV: FINANCIAL SECTION

In order for Bidder proposals to be considered and accepted, Bidders must provide the information required in this section. All prices must be in US dollars and must include delivery and all other costs required. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

- a. Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the Bidder".

A. Insurance and Administration Proposal

The winning carrier shall fully insure and administer the Plan for State Employees, multiple Private and Other Public Employers, and the Individual Group. The winning carrier shall further demonstrate the viability of the program as a whole and across all three pool groups, acknowledging there is no guarantee of participants beyond the State Employer and it is possible that other carriers may compete for Private and Other Public Employer business. As different structures and benefits may apply to each group, please provide your rates, formulas, and rating factors, including commissions, as described below.

Your rates for the State Employer and the Individual Group must be guaranteed for each year in the five (5) year period from January 1, 2023, to December 31, 2027. In addition, they must cover any start-up and termination costs, as well as costs to administer the PFML Premium Fund covering the Individual Group and Private and Other Public Employers with less than 50 employee lives that use it.

Note that State Employer census data and FMLA usage experience is provided in Appendix D and selected state demographic data is provided in Appendix G.

1. Premium Rates – State Employer
 - a. Please provide your rates as a percentage of salary capped at the Social Security taxable wage maximum for each year in the five (5) year period from January 1, 2023, to December 31, 2027 as part of Exhibit F.
2. Premium Rates – Private and Other Public Employers
 - a. Please provide any applicable rate factor tables and formulas as part of Exhibit E.
 - b. Numerically illustrate the calculation of rates for the 26 example Private and Other Public Employer groups as part of Exhibit F.
 - c. Demonstrate as part of Exhibit F that rates are derived from the State Rate by numerically illustrating the calculation of the State Rate from the Private and Other Public Employers rating formula, keeping in mind that the State Rate does not cover employee own serious health condition.
3. Premium Rates – Individual Group
 - a. Please provide monthly premium rate(s) and any applicable rate factor tables and formulas as part of Exhibit E, noting that Individual Group participants shall not pay more than a \$5 premium per week.
 - b. Numerically illustrate the calculation of rates for the 10 example Individuals as part of Exhibit F.
 - c. As the Individual Group may be experience-rated, include your retrospectively experience-rated approach and proposed annual accounting to access the PFML Premium Stabilization Fund consistent with the items below as part of Exhibit F.
 - i. Describe the experience-rating in detail including any applicable experience-rating formulas and factors. Experience-rating cannot result in any individual subscriber premium exceeding \$5.00 per week.
 - ii. If experience-rating indicates a loss, funds can be requested annually, accompanied by the experience-rating accounting, from the PFML Premium Stabilization Fund.
 - a. Describe your proposed annual accounting to access the Fund in detail.
 - b. The mechanics of the PFML Premium Stabilization Fund will be detailed in the contract and in accordance with the law.
 - c. As per 282-B:5 the moneys in the PFML Premium Stabilization Fund shall be used exclusively for the purpose of assuring that the premiums charged to participants in the Individual Group remain stable from year to year and do not exceed \$5 per subscriber per week.
 - iii. If experience-rating indicates a gain, describe any proposed accounting for carrying-forward any favorable balances into future years.
4. Proforma financials for the Plan
 - a. Please provide five-year proforma financials including an expected, best case and adverse case scenario for the Plan as part of Exhibit F.

- b. The pro-forma financials should show premium, claims, expenses, and resulting gain or loss for State Employees, multiple Private and Other Public Employers, the Individual Group and for the Plan as a whole.
 - c. For each scenario, please also provide proforma premium tax deposits into the PFML Premium Stabilization Trust Fund and monies out of the PFML Premium Stabilization Trust Fund, ultimately to the winning carrier.
 - d. Please share your model assumptions including but not limited to number of employers, number of individuals, lives, premium assumptions, claim assumptions such as loss ratio, and retention charges including commissions, premium taxes and other expenses for each scenario.
5. Your proposal shall be made in accordance with the proposed NHID FMLI rules (INS 8000) provided in Appendix F, as well as the underwriting and plan design requirements noted below. As Private and Other Public Employers will be able to customize their coverage (to the extent it is permitted by the law and rules) please indicate your minimum standards in the table below and attach as Exhibit G.

Underwriting and Plan Design Requirements				
	Permanent State Employees	Individual Group	Private and Other Public Employers Subject to Negotiation with Employer	Private and Other Public Employers Minimum Standard (if any)
Tenure Eligibility Waiting Period (after which policy will be available for purchase)	Must meet the definition of Permanent State Employee	None	As permitted under NH statute and rules	
Waiting Period (WP) (after which claim can be made)	None	7 months	As permitted under NH statute and rules	
Elimination Period (EP) (after which claim can be paid)	7-calendar day elimination period; once per benefit period		As permitted under NH statute and rules	
Use of Accrued Paid Leave During EP	Employee must use accrued allowable paid time	Employee must use accrued paid time	As permitted under NH statute and rules	
Coordination (with paid time off)	As permitted under NH statute and rules: Employee must use all accrued allowable paid time before PFML pays	As permitted under NH statute and rules: Employee must use all accrued paid time, except for 1 week, before PFML pays	As permitted under NH statute and rules	
Participation	N/A		Subject to carrier rate factor table	
Open Enrollment	N/A	Subject to carrier definition	Allow flexibility	
Unemployment	PFML benefit cannot be reduced because employee is receiving unemployment			
Base Period	Last four completed calendar quarters prior to claim being filed or length of time with employer (if less than four quarters)		As permitted under NH statute and rules	

Underwriting and Plan Design Requirements				
	Permanent State Employees	Individual Group	Private and Other Public Employers Subject to Negotiation with Employer	Private and Other Public Employers Minimum Standard (if any)
Average Weekly Wage (AWW)	Average weekly wage shall be computed by dividing total wages of the employee earned within the preceding four completed calendar quarters by the number of weeks in the preceding four completed quarters		As permitted under NH statute and rules	
Year	Rolling 52-week calendar year from time claim is filed		As permitted under NH statute and rules	
Benefit Duration	Six (6) weeks does not include the 7-calendar day elimination period		As permitted under NH statute and rules	
Workers' Compensation (WC) Exclusion	N/A	First person coverage will be excluded for medical leave that arises from a work-related injury and for which there is WC coverage		
Short Term / Long Term Disability (STD/LTD) Exclusion	N/A	First person coverage will be excluded for medical leave that is based upon the insured's status as disabled and for which there is Short Term Disability (STD) or Long Term Disability (LTD) coverage.		

SECTION V: QUESTIONNAIRE

In order for Bidder proposals to be considered and accepted, Bidders must provide responsive answers to all of the questions presented in this section. When answering the questions contained in the Questionnaire Section of this RFP, please repeat the questions and provide answers numbered to correspond to the question as indicated in the RFP. Reference should not be made to a prior response. Be sure to refer to the earlier sections of this RFP before responding to any of the questions so that you have a complete understanding of all of the Plan's requirements with respect to the proposal. Historical information shall include the last three (3) years through the most recent complete fiscal year.

A. General Information about the Bidder's Firm

The State of NH seeks a commercial insurance carrier that not only has the financial strength to fully insure and administer the Plan, but also the market reputation and wherewithal to ensure PFML coverage shall be in place for all three (3) covered populations to purchase by January 1, 2023.

- Please provide the following information about your company:

Company Name	
Years in Business	
Parent Company Name (if applicable)	
Number of Employees (total)	
Number of Employees (focused on disability insurance and leave management)	

- Has your firm expanded, reorganized or merged in the last year? If yes, please explain.
- Do you plan to sub-contract any portion of the services required to another firm? If yes, please describe.

4. Describe any pending or prior litigation your firm has been involved with over the last ten years.
5. Has your company been subject to a market conduct or enforcement investigation within the last ten years? If yes, explain the nature, current status, and the outcome(s).
6. Is there any existing or potential conflict of interest with regard to any work performed or to be performed by your firm with the State of NH?

B. History and Customer Base (including Public Sector)

As the Granite State PFML Plan is the first voluntary state plan, the winning carrier's experience with plans that have similar qualities, such as FMLA, state paid family leave (PFL), state PFML, statutory disability (SDI), group and individual disability, will be critical to success. The winning carrier's familiarity with public entities, and interaction with various state agencies in carrying out plans and programs, is also of interest.

1. Describe your company's capability to administer FMLA and fully insure and/or administer state PFL, SDI and/or PFML programs. How is it relevant to the State of NH's voluntary PFML plan?
2. How many years has your company been doing the following?
 - a. Writing voluntary/private SDI, PFL and/or PFML policies in other states;
 - b. Writing group (contributory or non-contributory) or individual disability policies for employers in the State of NH;
 - c. Providing FMLA and other leave management administrative services for employers in the State of NH.
3. What makes your company most qualified as a carrier to fully insure and administer NH's voluntary PFML Plan?
4. In the following grid, list the total number of your company's employer customers by category:

Client Type	Number of Customers			Number of Lives		
	Total	Sub-Total Public Sector	Sub-Total Under 50 Employees	Total	Sub-Total Public Sector	Sub-Total Under 50 Employees
Fully Insured Group (Contributory or Non-Contributory) STD						
Fully Insured Individual STD						
FMLA Administration Services Only						
Fully Insured State PFL, SDI and/or PFML						
PFL, SDI and/or PFML Administration Services Only						

5. What is the size of your company's average customer?
6. Does your firm have a service line dedicated to the Public Sector and/or State Government? If yes, briefly describe the lines of coverage/service involved.
7. Describe three (3) of your largest Public Sector customers including lines of coverage/service and premium/fees involved, and any interaction you have with the legislative process. Have you ever conducted meetings open to the public?

C. Technical Architecture

To effectively insure and administer the Plan for the three participant groups - State Employees, multiple Private and Other Public Employers, and the Individual Group - the winning carrier must utilize a modern technology/software solution(s) for end-to-end management of policies and claims that is multi-tenant and cloud-based in nature. It should enable the carrier's staff to log, process, adjudicate and manage all PFML claims and provide customer support. It should be rules based to accurately support Plan eligibility and claim determinations. It should use web services to integrate with data sources and be subject to various security levels. It should offer a web-based portal to support interaction with the Plan, the State, Private and Other Public Employers and the Individual Group. It should allow for data and information report production and be reinforced by backup/data recovery features and arrangements to transfer files, services and data processing as appropriate.

1. What system(s) will your company use to fully insure and administer the Plan? Please describe the technical solutions and/or modules that will be used for the following aspects, and any differences that would apply for the State, Private and Other Public Employers and the Individual Group:
 - a. Enrollment and eligibility;
 - b. Premium billing and payment;
 - c. Claims intake and customer service;
 - d. Claims adjudication;
 - e. Claims payment;
 - f. Web based portal that adheres to ADA requirements;
 - g. Data and information reporting;
 - h. API or other data integrations with the State and Private and Other Public Employers.
2. Please describe how your system(s) will support multi-tenancy, where your company is using one software application/database but data is isolated for the State, multiple Private and Other Public Employers and the Individual Group.
3. Describe the technical architecture (software, hardware, and Network) of the proposed solution(s).
 - a. What are the benefits of the technical architecture (i.e., scalability, adaptability, interoperability, etc.)?
4. What programming languages are used for development, configuration and customization of the proposed solution? When was the core software written?
5. Please provide a full description of the security controls baseline you will use to secure the data stored, processed, and transported, e.g., controls within NIST 800-53 Moderate, NIST 800-171, or ISO 27001. Please describe how you will protect the State and the Plan's data.
 - a. What standards will you adhere to? Please list.
 - b. How will you audit against these standards?
6. How can your system(s) be configured rather than customized to not only reflect Plan design differences for the State and the Individual Group, but also variations across multiple Private and Other Public Employers?
7. Describe how you will handle the influx of traffic, as well as if it is higher than expected, both to the contact center and the web portal, particularly as enrollment increases.
8. How will your system(s) be able to adapt to future changes in the law, and be scalable as the number of participants grow?

9. How will your system deal with federal tax withholding and reporting where individuals opt to have tax withheld?
10. What is your annual percentage availability (e.g., 99.95%) and corresponding downtime per year (e.g., 4.38 hours) for your call center?
11. What is your annual percentage availability (e.g., 99.95%) and corresponding downtime per year (e.g., 4.38 hours) for your web portal?
12. Please complete the Technical Capabilities Appendix H and submit as Exhibit I to your RFP response, and outline how you will meet or exceed the State's standards in your response.

D. Service Delivery

Enrollment and Premium Collection

The winning carrier will be responsible for enrolling new participants in the Plan at the State, Private and Other Public Employer Group and the Individual Group levels. The winning carrier will also be accountable for collecting premium directly from the State, through payroll deduction for Private and Other Public Employers with greater than 50 employees and through the PFML Premium Fund (which it will administer on behalf of NHES) for the Individual Group and Private and Other Public Employers with fewer than 50 employees that do not choose to make payments through payroll deduction.

1. Please describe your enrollment process for the State, Private and Other Public Employers and the Individual Group participants in the Plan.
 - a. How will participants elect benefits during open enrollment periods?
 - b. How will wage data be obtained and updated?
 - c. Who will participants contact for questions or assistance?
 - d. What services / tools will your company provide to help drive enrollment?
2. How will eligibility information for each type of participant be uploaded to your system?
 - a. Will you accept paper eligibility and wage forms?
 - b. How will web-based integrations be used to obtain the information?
 - c. What data fields would be required? Please provide a sample layout.
3. Please describe your proposed marketing and communication plan to increase not only enrollment but awareness of the Plan, not only in Year One, but ongoing, and in collaboration with DAS, NHES and the selected outreach and marketing firm.
 - a. How will you create user-friendly tools and/or materials around the Plan and how coverage works, such as calculators, visual timelines, brochures, guides, checklists, etc.?
 - b. How will you formulate answers to frequently asked questions (FAQs) and/or to clarify expected points of confusion?
 - c. How will you refine communications as enrollment in the Plan evolves?
4. What is your recommended:
 - a. Timing for the Individual Group 60-day open enrollment period for coverage to be available for purchase by January 1, 2023? Please indicate the suggested start and end dates.
 - b. Guideline(s) for working with Non-State Government Employer open enrollment periods so they can voluntarily opt-in to the Plan at any point during the year?
5. What are your recommended procedures for payroll deduction and premium remittance for Private and Other Public Employers with 50 or more employees?

6. Through what methods (e.g., paper check, credit card, EFT, online submission) will you accept premium into the PFML Premium Fund for Private and Other Public Employers with fewer than 50 lives and the Individual Group?
 - a. If accepting credit card payments, do you have a current PCI DSS audit certification?
7. How will you identify and track employer and employee premium contributions for Private and Other Public Employers that require employee contributions?
8. How will information collected be integrated with your contact center, claim administration and benefit payment solutions?
9. How and when will Plan enrollment and premium payment be audited/trued up?

Contact Center Services

The winning carrier must provide a scalable contact center to serve as an efficient entry point to the Plan for State Employees, Private and Other Public Employees and the Individual Group. The contact center will need to support participants through the enrollment and claims process, including addressing questions about eligibility, premium payment, claim documentation, benefit amounts and claim payments. It should be able to assist participants by phone and email, as well as regular mail, and representatives must be prepared to answer questions in multiple languages as well as in support of the visually and hearing impaired. The telephony system used must track call volume and key performance indicators/service levels in accordance with performance guarantees.

1. What activities will your contact center be prepared to carry out for the Plan and how is initial claim intake/reporting differentiated from customer service in your approach?
 - a. What information will your contact center representatives have access to view?
2. What type of background checks will your contact center representatives undergo to ensure proper handling of confidential information?
3. How will you configure your systems and processes to direct employees of the State, employees of numerous Private and Other Public Employers, and the Individual Group to report claims or pose questions appropriately?
 - a. Describe how you will coordinate with a toll-free number the State intends to own for the Plan.
 - i. The State's toll-free number will serve as the telephonic front door to the Plan providing for a seamless handshake to the winning carrier's call center.
 - ii. The system shall be structured such that all usage charges related to incoming telephone calls are charged to the winning carrier's call center solution.
 - iii. The description of the telephone structure shall include redundancy should the system experience availability disruptions.
 - b. Under what circumstances will you provide additional or separate toll-free numbers for the State Employer? Private and Other Public Employers? The Individual Group?
 - c. Will you use IVR prompts? Other mechanisms? Please explain.
4. In addition to telephonic claim intake and inquiries, how will you use email, text, web chat and other channels for communication with Plan participants?
 - a. Is your web chat with a live person or virtual chat (system has generic answers to common problems)?
 - i. If virtual chat, how do you direct people to a live person if they don't get the response they need?
 - b. What are your average turnaround times to respond for each mode of communication you will provide?

5. Which languages will you support for the Plan, and will it be through a language line and/or language specific speaking representatives?
6. How will the contact center support the visually and hearing impaired?
7. Describe your telephony platform and how it integrates with your claims system and self-service web-based portal.
 - a. What data does your telephony platform capture?
 - b. Will your telephony system be able to capture and report the following, specific to the Plan? The State Employer? Separate and distinct Private and Other Public Employers?
 - i. Number of incoming calls;
 - ii. Average time to answer;
 - iii. Duration of calls during the period;
 - iv. Maximum wait time to reach a live person;
 - v. Log of complaints received and corresponding actions to respond to each complaint;
 - vi. Lost call abandonment rate;
 - vii. Call routing and escalation.
 - c. What other reports/analytics/key performance indicators or service levels will be provided from your telephony system specific to the Plan? The State Employer? Separate and distinct Private and Other Public Employers?
 - d. What are your average operation metrics for: call abandonment rate, average speed to answer, and maximum wait time to reach a live person?
8. How will you monitor the quality of services provided by the representatives for the Plan?
 - a. Will you monitor and/or record calls to your contact center? If yes, how long will they be retained? And what is the process for the Plan, the State Employer or Private and Other Public Employers to access/listen to recordings? Please describe.
 - b. How will you escalate participant questions?
 - c. Will you conduct contact customer satisfaction surveys? Please describe how you will conduct surveys for the Plan and what percent of your current contact center customers are "satisfied" or "very satisfied" with your services.

Claims Processing and Payment

Claims under the Plan must be administered in accordance with HB2 and its referenced RSAs and all other applicable state and federal laws and rules. The winning carrier shall conduct initial claim intake and adjudication of claims for PFML, including collection and review of all necessary supporting documentation. The winning carrier shall calculate the benefit due to the claimant, track and make payment for leaves taken on a continuous, intermittent and reduced schedule basis. If requested by the employee, federal income tax shall be withheld from payments. Claims must be processed accurately to prevent the misuse of the Premium Stabilization Trust Fund. The winning carrier shall also be responsible for calculating, distributing and recouping any over-payments made on claims and for paying any claims due to an appeal by an employee.

1. Please provide a high-level flow document of how you will manage PFML claims for the Plan as Exhibit J. Address all of the areas noted below and describe any differences for the State, variations among Private and Other Public Employers and the Individual Group.
 - a. Evaluation of the initial claim for PFML benefits, including consideration of eligibility and waiting periods;
 - b. Collection and review of claim documentation, specifying what documentation or other evidence you will require and within what timeframes;

- c. Benefit calculation and coordination with paid time off, workers' compensation and disability;
 - d. Benefit payment, including methods (e.g., paper check, direct deposit) and frequency and type of statements/documents individuals will receive regarding their payments;
 - e. Benefit over-payment, including process for recouping any overages;
 - f. Escalation process for claims being denied;
 - g. Appeals process for claims being disputed.
2. Please describe the methods you will use (e.g., mail, fax, email, text) to send letters, emails, forms, and statements as described above to claimants covered by the Plan. Provide samples of what they might look like as Exhibit K.
 - a. To what extent can letters, emails, forms and/or statements be configurable for the State as an Employer? For multiple Private and Other Public Employers that opt into the Plan?
 - b. Please describe the process for configuring letters, emails, forms and statements during the implementation process.
 3. Do you anticipate using medical and/or vocational rehabilitation resources in the management of claims for the Plan? If yes:
 - a. Do you have in house or externally contracted teams?
 - b. Describe any network/resources you would access to support the Plan.
 4. Will you conduct end of claim satisfaction surveys? Please describe how you will conduct end of claim surveys for the Plan and what percent of your current customers claimants are "satisfied" or "very satisfied" with your services.
 5. What are your average operational metrics for:
 - a. Caseloads for Disability? FMLA? PFL/PFML claims?
 - b. Claim decision turnaround times (please define)?

Compliance and Fraud Prevention

To ensure compliance with HB2 and its referenced RSAs and all other applicable state and federal laws and rules, the winning carrier shall program its claims management system and train its compliance and operational teams to reflect different Plan designs for the State, numerous Private and Other Public Employers and the Individual Group.

1. Upon completion of review of the Granite State PFML Plan law, are there any aspects of the Plan regulation that are of concern to administer? Configure in your system?
2. Do you have an internal compliance team? And what support services will your compliance team provide to the Plan? The State Employer? Multiple Private and Other Public Employers?
3. Describe in detail the steps you will take to prevent fraud in the processing of claims.
 - a. What fraud prevention measures will be automated?
 - b. What personnel will be responsible for identifying fraud?
 - c. How do you validate initial identity of callers / claimants to the contact center and web portal? Mobile application?
 - d. How do you validate continuing identity of claimants to the web portal? Mobile application?
 - e. Describe the practices you will implement to facilitate reports of fraud, and any corresponding escalation process.

Quality Assurance and Auditing

As the winning carrier will be implementing the Plan for the first time, it will be important to monitor the end-to-end claim process, the performance of the operations team and the overall results of the Plan and apply lessons learned toward continual improvement.

1. Please describe your organization's program for quality assurance, and how your best practices and internal controls will be applied to the Plan for:
 - a. Audits, both claim and fiscal;
 - b. Performance standards;
 - c. Issue identification and reporting such issues to the Plan;
 - d. Supervisory and management reviews to train staff for future resolution;
 - e. Documented work processes for improvement over time.
2. How will you handle processing errors? Please specify how you will decide on your correction approach and how the error and the correction approach will be communicated to the Plan, the State and Private and Other Public Employers.
3. Will your firm engage an independent auditor to evaluate internal controls?
4. What is your file record retention policy and schedule?

Data and Reporting

The winning carrier must provide claim data and reporting to DAS and NHES for the overall Plan, to the State as an Employer and to multiple Private and Other Public Employers. As the Plan is in its early stages of development, and the full scope of reporting requirements will likely evolve over time, the winning carrier is expected to offer flexibility in this regard.

1. DAS and NHES anticipate receiving the following types of reports to monitor the Plan's performance and growth and ultimately produce summary reports on an annual basis that will be made available to the public and delivered to the Governor, the Senate President and the Speaker of the House. Please describe your capability to provide this anticipated data and how you will produce on demand reports and information, such as through the portal or a dashboard.
 - a. Quoting activity, enrollment and premium on a monthly basis:
 - i. In total and for State, Private and Other Public Employers and the Individual Group;
 - ii. By characteristics such as age, gender, income, location, marital status, employer size, employer industry, employee/employer contributions as applicable;
 - iii. By other data fields you anticipate being able to report on.
 - b. Claim experience on at least a quarterly basis:
 - i. In total and for State, Private and Other Public Employers and the Individual Group;
 - ii. By characteristics such as leave type, age, gender, marital status, employer size, employer industry, employee/employer contributions as applicable;
 - iii. By other data fields you anticipate being able to report on.
 - c. Renewal activity:
 - i. By the middle of year four, projected renewal rates for years six and seven and updated proformas for the first five years;
 - ii. By March 31, 2027 a five year renewal quotation, with detailed experience support.
2. The State Employer and multiple Private and Other Public Employers will need to receive claims-related data specific to their own experience. Please describe your capability to:

- a. Provide on demand reports and information, such as through the portal or a dashboard, and how they will be standard in format or configurable / customizable per group;
 - b. Produce mid-year Plan performance reports and attend meeting to present findings;
 - c. Produce annual Plan stewardship reports and attend meeting to present findings;
 - d. Attend meetings as requested to discuss data needs and/or present findings.
3. Please describe your process for defining standard versus customized reports during implementation:
 - a. What does your standard reporting package for disability and/or leave services typically entail?
 - b. What makes a request ad hoc/custom in nature?
 - i. How will ad hoc/custom data requests be handled?
 - ii. Can ad hoc/custom data requests be fulfilled within 5 business days?
 - iii. Will they be subject to an additional fee?
 - c. At what point might an ad hoc request convert to a standard report?

Web-Based Self-Service Portal

The winning carrier must provide a web-based self-service portal to support the majority of claimant and participant interactions (as an option to the contact center) regarding enrollment, premium payment, new claim submission, and documentation upload and claim status, including claim payment. The web portal should be accessible through the State of NH's website.

1. In which of the following ways can you provide self-service access to claim-related data for Plan participants?
 - a. Mobile portal with responsive web design so that it can be viewable and scale to different devices e.g., desktop, tablet, smartphone, etc.
 - i. What devices/browsers will your portal be compatible with?
 - b. Mobile application that must be downloaded and installed on the user's mobile device, rather than accessed within a browser.
 - c. If both a mobile website and mobile application can be provided as options for the Plan, please explain how the process will work.
2. How will your portal be made accessible through the State's website?
 - a. Can your portal be specifically branded for the Plan? Please describe.
 - b. What steps will you take if the State's website is down?
3. Which of the following functions will be available to the State Employer and its employees, multiple Private and Other Public Employers and their employees and the Individual Group through your portal?
 - a. Make a new claim request;
 - b. Upload documents;
 - c. View status of claim;
 - d. See correspondence sent;
 - e. Download forms;
 - f. Request a call back;
 - g. Send email to claim representative;

- h. Chat with claim representative;
 - i. Make Plan documents, calculators, visual timelines, brochures, guides, checklists, etc. available to users;
 - j. Other, please describe.
4. What is the information refresh within your portal? For example, is it real-time, nightly batch, etc.?
 5. Are files downloadable from your portal? And if so, to which formats? For example, pdf, xlsx, csv, docx, etc.?
 6. Will the portal be able to accommodate multiple languages? The visually impaired? Please describe how this will work.
 7. What is your schedule and notice process for portal maintenance as well as known down times during which the web portal is unavailable to the public?
 8. When will your portal be available for review and testing? Please provide your anticipated schedule considering open enrollment time periods, (e.g., November or December 2022) and coverage availability for purchase by January 1, 2023.

Implementation

Given the tight timeframe involved to make coverage available to the three participant groups, a strong implementation armed with organization tools and backed with sufficient resourcing will be required.

1. Describe your company's implementation approach for the Plan and attach a detailed, task-oriented implementation plan with milestones as Exhibit L, including system review and testing, which indicates how the Plan will be in a position to conduct open enrollment so that coverage will be available for purchase by January 1, 2023.
2. Describe the implementation team that will be assigned to the Plan, including the roles and responsibilities and the individuals involved.
3. How will you test functionality, scalability, and usability of the proposed systems, including necessary data exchange well in advance of the go live date?
4. Explain how the project and relationship will be managed, including what roles and associated skills you will need from the Plan and its consultant to successfully work with your team.
5. How will you regularly communicate and coordinate with the Plan's team during the implementation process?
 - a. How will implementation issues be identified, addressed and escalated?
6. What project management tools will you use to manage the implementation timeline and keep all parties on track and informed?

Account Management

Because of the multiple participant groups the Plan will support and the need to closely monitor participation as the Plan ramps up over time, a qualified, skilled, organized and committed account management team will be necessary.

1. Please describe how you will structure an account management team to support the overall Plan and how staff will be assigned to work closely with the State Employer and multiple Private and Other Public Employers.
 - a. Describe the account management team that will be assigned to the Plan, including the roles and responsibilities and the individuals involved.
2. How will the Lead Account Manager and the account management team be involved in the implementation process?

3. How will the Lead Account Manager and account management team communicate with DAS and NHES regarding the overall Plan, as well as the State Employer and multiple Private and Other Public Employers regarding overall account status, problems or concerns, specific case issues, etc.?
4. What will be your Lead Account Manager and account management team response time to:
 - a. Day-to-day inquiries?
 - b. Issue management to completion/resolution for ongoing items?

Operational Staffing and Customer Service

As claimant satisfaction will be a strong indicator of the Plan's success, and feedback will be heard from multiple participant groups and their respective administrators, as well as the Governor, Executive Council and the Legislature, a knowledgeable, highly skilled and responsive operational team will be essential.

1. Please describe how you will structure the team who will be responsible for the day-to-day service of the Plan:
 - a. Provide a grid identifying the number of staff by function;
 - b. Include an organizational chart (showing who they report to within your organization);
 - c. For each role, list the title, proposed duties and roles, and years of experience providing disability, FMLA and leave management services, and whether they will be dedicated (only working on the State's account) or designated (working on the State and other accounts).
2. Where will the services be performed and what are the hours of operation? For the contact center? Claims organization? Account management team? Implementation team?
 - a. Will all of your staff members be based within the Continental United States? If not, please identify and explain.
 - b. Will any of your staff members be based in NH?
 - c. Do you anticipate some or all of your staff to work remotely? If so, please specify the locations involved by country, province or state.
 - d. What is the method of connectivity that will be used by your staff? How will it be monitored and validated for security requirement adherence?
3. What senior management of your firm will oversee the Plan's success?
4. How many of the proposed staff will be made up of new hires? Describe your recruitment strategies and processes in respect to our program.
 - a. What have been your annual turnover rates for the last five years for contact center representatives? Claim managers? And how will you account for turnover in your staffing plan?
5. Describe your training approach and how you propose to acclimate team members to the Plan and variations amongst the three participant groups initially and ongoing as the Plan evolves and grows.
6. How will you advise DAS and NHES, the State Employer and Private and Other Public Employers of staff changes? Describe both timing and methods you anticipate?

E. Client References

1. Of your company's current clients, which three (3) would be viewed as most similar to the services requested by the State? Include the following information for each reference:
 - a. Client name;

- b. Client size (total eligible employees);
 - c. Number of enrolled employees;
 - d. Services provided;
 - e. Tenure as client (number of years);
 - f. Name and telephone number.
2. What are three of your company's past clients that terminated the disability or leave management services you were providing them for reasons other than merger, acquisition or closure? Include the following information for each reference:
- a. Client name;
 - b. Client size (total eligible employees);
 - c. Number of enrolled employees;
 - d. Services provided;
 - e. Tenure as client (number of years);
 - f. Name and telephone number.

F. Performance Guarantees

The table below identifies a set of performance guarantees that shall be the basis of performance responsibilities for any resulting contract.

Bidders are encouraged to add others that demonstrate their ability to monitor the success of the program. Bidders are also encouraged to place a material amount at risk per contract year.

Performance guarantee metrics are to be self-reported. All guarantees shall be measured quarterly and annually on a calendar year basis. Any penalties due to the Plan will be remitted on a separate check, and not as an invoice credit, no later than sixty (60) days after the close of the year.

Provide the total amount per contract year at risk for performance guarantees. At time of contract, the parties shall mutually agree to the allocation of the at-risk funds based on the chart below.

Category	Measurement	Willingness to Provide (Yes / No)? If No Indicate Alternative	Fees At Risk
Call Abandonment	5% or less of inbound contact center calls are abandoned		
Speed to Answer	95% of contact center calls are answered within 30 seconds		
System Uptime for Call Center and Web Portal	99.95% during regular business hours, excluding scheduled maintenance		
Policy and Certificate Issuance	98% of policy forms and certificates will be issued within 5 business days from date all required information is received		
Claim Determination	98% of initial claim determinations are made within five business days of receipt and sufficient documentation		

Category	Measurement	Willingness to Provide (Yes / No)? If No Indicate Alternative	Fees At Risk
Claim Payment Accuracy	98% of claim dollars are paid accurately		
Report Production	100% of agreed upon reports are delivered within 15 calendar days after the last day of the period		
Account Management Staffing	Account team members will remain constant for the first 18 months of the contract period excluding changes due to resignations, terminations, and promotions		
Account Management Response Time	Account Manager will return calls from the State within four (4) hours 95% of the time		
Implementation Team Staffing	Implementation team members will remain constant for at least the first 12 months of the contract period excluding changes due to resignations, terminations and promotions		
Claimant Satisfaction	Carrier will conduct end of claim surveys where 85% of responses average 4 on a 5-point scale		

SECTION VI: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

A. RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Bidder. Upon contract award, the State reserves the right to use any information presented in any Proposal.

C. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any contract resulting from this RFP. A Bidder's disclosure or distribution of Proposals other than to the Bureau of Purchase and Property will be grounds for disqualification.

D. Public Disclosure

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon

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completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are

"confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

E. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Bureau of Purchase and Property to award a contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

F. Proposal Preparation Cost

By submitting a Proposal, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting contract.

G. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

H. Non-Collusion

The Bidder's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other contractors and without effort to preclude the State from obtaining the best possible competitive Proposal.

SECTION VII: CONTRACT TERMS

A. Standard Contract Terms

The State will require the successful Bidder to execute a contract using Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix B.

To the extent that a Bidder believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the Bidder should note those issues during the Bidder inquiry period. The State will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the State accepts a Bidder's exception the State will, at the conclusion of the inquiry period, provide notice to all potential Bidders of the change to the P-37 and indicate that change is available to all potential Bidders.

Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

- Provide certificate of insurance with the minimum limits required as described below.
- Provide certificate of workers' compensation.

- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

CERTIFICATE OF INSURANCE:

Bidders awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall include comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

CONTRACT(S) TERM:

The term of the contract shall commence upon approval of the Governor and Executive Council through December 31, 2027, a period of approximately five (5) years.

The contract may be extended for up to two (2) years under the same terms, conditions, and pricing structure upon the mutual agreement between the winning carrier and the State subject to the approval of the Governor and Executive Council.

TERMINATION:

The State of NH shall have the right to terminate the contract at any time by giving the successful Bidder a thirty (30) day written notice.

VENDOR CERTIFICATION:

- **CONFIDENTIALITY & CRIMINAL RECORD:** If required by the using agency, the Bidder will have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of NH records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

TERMS OF PAYMENT:

Non-Premium payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

PAYMENT:

Non-premium payment method (ACH). **Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:** <https://www.nh.gov/treasury/state-vendors/index.htm>

NOTIFICATION AND AWARD OF CONTRACT(S):

Proposal results will not be given by telephone. At the time of the closing date of proposals, only the number of Bidders submitting responses will be made public. Specific response information will not be given out. Proposal results (Bidder names and rank or scores) will be made public five days prior to submission to Governor and Council for final approval of the contract(s).

Proposal results may be viewed on our website at:

<https://das.nh.gov/purchasing/vendorresources.aspx> when they become public.

BIDDER CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Contact Person	Local Telephone Number	Toll Free Telephone Number
Email Address	Company Website	DUNS #
Bidder Company Name	Bidder Address	

APPENDIX A: HB2 BILL TEXT AS ENACTED
CHAPTER 91
HB 2-FN-A-LOCAL - FINAL VERSION

Granite State Paid Family Leave Plan

21-I:96 Granite State Paid Family Leave Plan. There is hereby established the granite state paid family leave plan, which shall be implemented under this subdivision and as provided in RSA 282-B and RSA 77-E.

21-I:97 Purpose and Policy. The purpose of this subdivision is to leverage the purchasing power and economies of scale available to the state when it is acting as purchaser on behalf of state employees and to align this purchasing initiative with a business tax incentive in order to make available to all other public and private employers in the state, on a voluntary basis, advantageously priced family and medical leave insurance (FMLI) wage replacement benefits. By purchasing FMLI coverage for state employees through the medium of commercial insurance, by linking that contract with a contract to make the same coverage available statewide, by acting as premium aggregator for individuals whose employers do not sponsor such coverage, and by introducing a new business tax incentive, the state will position itself to create a market for advantageously priced FMLI benefits. It is the intent of this subdivision to significantly increase the number of employees in the state who receive FMLI wage replacement benefits. The social benefits of increasing the rate of FMLI coverage include attracting and retaining workers, including younger workers, to the state, enabling parents to bond with biological, adopted, or foster children, helping to meet the needs of an aging population, promoting workplace stability, and enhancing worker retention and productivity. While many larger employers provide paid FMLI benefits through self-insurance, this is not feasible for most mid-sized and smaller businesses. The general court therefore finds that it is in the public interest for the state to strategically use its purchasing power and tax expenditure authority to establish a marketplace in the state for advantageously priced FMLI wage replacement benefits.

21-I:98 Definitions. In this subdivision:

I. "Child" has the same meaning as "son or daughter" in 29 U.S.C. section 2611(12).

II. "Commissioner" means the commissioner of the department of administrative services.

III. "Department" means the department of administrative services.

IV. "Family and medical leave" means leave from work:

(a) Because of the birth of a child of the employee, within the past 12 months;

(b) Because of the placement of a child with the employee for adoption or fostering within the past 12 months;

(c) Because of a serious health condition of a family member; or

(d) Because of any qualifying exigency arising from foreign deployment with the armed forces, or to care for a service member with a serious injury or illness as permitted under the federal Family and Medical Leave Act, 29 U.S.C. section 2612(a)(1)(E) and 29 C.F.R. section 825.126(a)(1)-(8), as they existed on October 19, 2017, for family members as defined in paragraph VI.

V. "Family and Medical Leave Act" means the federal Family and Medical Leave Act of 1993, Pub.L. 103-3, 29 U.S.C. section 2601 et seq.

VI. "Family member" means a "child" as defined in paragraph I, a biological, adoptive, or foster parent, stepparent, or legal guardian of the child or the child's spouse or domestic partner, a biological, adoptive, or foster grandparent or step grandparent, or a spouse or domestic partner.

VII. "FMLI" means family and medical leave insurance providing wage replacement benefits under specified conditions.

VIII. "Serious health condition" means any illness of a family member covered by the Family and Medical Leave Act including treatment for addiction as prescribed by a treating clinician, consistent with American Society of Addiction Medicine criteria, as well as treatment for a mental health condition, consistent with American Psychiatric Association criteria.

IX. "State rate" means the per employee premium amount that is charged by the successful Bidder for the state contract for FMLI coverage for state government employees as provided in this subdivision. The state rate shall be expressed as a percentage of wages.

21-I:99 Contracting and Administrative Authority.

I. The commissioner may solicit information about, seek proposals for, negotiate, enter into, and administer group insurance contracts with duly authorized accident and life insurance carriers as necessary and appropriate to provide to qualifying state employees, at state expense and at no cost to such employees, an FMLI plan of wage replacement as described in this subdivision. The provision of this coverage shall be considered a matter of legislatively established public policy that is designed to benefit all employers and employees in the state and that is "confined exclusively to the public employer by statute" as provided in RSA 273-A:1, XI and shall not be subject to collective bargaining. Nothing in this subdivision shall be construed to invalidate any portion of a collective bargaining agreement entered into by the state.

II. The state shall provide to all permanent state employees wage replacement coverage for qualified leave, which shall be available for the same types of leave as protected under the Family and Medical Leave Act except leave for a health condition of the employee. This shall include leave for:

- (a) The birth of a child and the care of the newborn child within one year of birth;
- (b) The placement with the employee of a child for adoption or foster care and the care of the newly placed child within one year of placement;
- (c) Caring for the employee's spouse, child, or parent who has a serious health condition; or
- (d) Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty or caring for a covered service-member with a serious injury or illness if the eligible employee is the service-member's spouse, child, parent, or next of kin.

III. Subject to any changes authorized under RSA 21-I:103, the wage replacement benefits under this FMLI plan shall be structured as follows:

- (a) Eligible employees shall receive 60 percent of their average weekly wage.
- (b) The maximum duration of wage replacement shall be 6 weeks per year, with no minimum duration required.
- (c) Wages used to determine the 60 percent FMLI coverage shall be capped at the amount of the Social Security taxable wage maximum as amended from time to time.

IV. Except as provided in RSA 21-I:100, III regarding individual pool coverage, the commissioner shall establish, through his or her discretionary authority in administering the request for information and the request for proposals process, the following additional elements of the benefit structure consistent with the purposes and policy of this subdivision:

- (a) The base period by which the average weekly wage shall be determined.
- (b) The tenure requirement, expressed in terms of months of work, before an employee is eligible to be covered provided, however, that no tenure requirement shall apply to an employee who has already met the requirement and then changes jobs.
- (c) A waiting period or elimination period provided, however, that a waiting or elimination period shall not be a required element of the benefit structure, and the commissioner shall have authority to implement a plan with no such requirement.

21-I:100 State Employee Coverage Linked to Coverage Offerings for Other Employers and for Individual Employees. The commissioner shall include in the request for proposals for FMLI benefits for state employees a requirement that the winning Bidder shall, as a condition of the state contract, also offer the same FMLI coverage to other public employers, private employers with more than 50 employees, and individual employees on the following terms:

I. Private and public non-state employers shall receive a rate that is derived from the state rate through the application of rating factors that are actuarially justified and specified in the bid response.

II. Employers with more than 50 employees who choose to sponsor coverage for their employees shall contract directly with the winning Bidder.

III. Individuals who work for employers who choose not to offer FMLI coverage under this subdivision or who fail to meet minimum participation requirements and who do not offer an FMLI benefit that is at least equivalent to the granite state paid family leave plan shall have the opportunity to contract indirectly with the winning Bidder through the purchasing pool for family and medical leave insurance authorized under RSA 282-B and administered by the department of employment security. The pool may be experience rated. Coverage through the pool shall include a 7-month waiting period, a one-week elimination period, and a 60-day annual open enrollment period as established by the commissioner in the procurement process. Premiums for individual pool coverage shall not exceed \$5 per subscriber per week.

IV. The commissioner shall establish, through his or her discretionary authority in administering the request for information and the request for proposals process, the following additional elements of the benefit structure and plan administration specifically for employees of sponsoring non-state employers consistent with the purposes and policy of this subdivision:

- (a) The minimum participation requirement.
- (b) The parameters for open enrollment periods.
- (c) Procedures for contributory plans, partially contributory plans, and non-contributory plans.
- (d) Procedures for payroll deduction and premium remittance for employers with more than 50 employees.

21-I:101 Conditions of Non-State Employer Participation. Participation in the plan by non-state employers shall be voluntary. In addition, non-state employers may choose to provide FMLI at no cost to their employees or on a contributory or partially contributory basis.

21-I:102 Procurement Process. The commissioner may issue a request for information or a request for proposals to secure FMLI coverage for all eligible employees of the state of New Hampshire and to make advantageously priced coverage available to all other private employers with more than 50 employees and public employers in the state as provided in this subdivision. The department, the department of employment security, and the department of insurance shall jointly evaluate the proposals received in response to the request for proposals. The department shall contract with an insurance

carrier or carriers to provide FMLI coverage. The contract with the winning Bidder shall be subject to governor and council approval. The selected insurance carrier shall be licensed by the state of New Hampshire and in good standing. The selected insurance carrier shall be subject to all applicable insurance laws and regulations of the state of New Hampshire, and the rates and forms for the FMLI contracts shall be filed for approval with the insurance commissioner.

21-I:103 Commissioner Discretion to Adjust Initial FMLI Benefit Structure. In exercising authority under this subdivision to contract for FMLI coverage for state employees and also for the availability of advantageously priced FMLI coverage for employees of all non-state employers, the commissioner shall have discretionary authority in initiating this program to make changes to the benefit structure of the FMLI plan under RSA 21-I:99, III and may retain a consulting actuary or other benefit advisors in support of this discretionary determination. This discretionary authority shall be exercised in consideration of the stated purposes and policy goals of this subdivision and of the counsels of the FMLI advisory board established in RSA 21-I:104. Any such changes made under this paragraph shall be subject to approval by the governor and council and the legislative fiscal committee prior to implementation and shall be offered by the legislative fiscal committee as an amendment to this subdivision in the next regular session of the general court.

21-I:104 Family and Medical Leave Insurance Advisory Board. There is hereby established the family and medical leave insurance advisory board, which shall be administratively attached to the department, and which shall hereinafter be called the FMLI advisory board. The FMLI advisory board shall consist of 9 members to be appointed, with the exception of the legislative members, by the governor. Three of the appointees shall be persons who, because of their vocations, employment, or affiliations, shall represent employers; 3 shall be persons who, because of the vocations, employment, or affiliations, shall represent employees; one shall be a senator appointed by the senate president; one shall be a representative appointed by the speaker of the house of representatives; the remaining appointee, who shall be appointed as chairman, shall be a person whose training and experience qualify her or him to successfully resolve the problems of FMLI procurement, eligibility, benefit design, and program administration. The advisory board shall meet no later than 45 days after each calendar quarter and aid the commissioner in formulating policies and discussing problems related to the implementation and administration of this subdivision and RSA 282-B and in assuring impartiality and freedom from political influence in the solution of such problems. Advisory board meetings shall provide opportunity for public comment.

21-I:105 Report and Outreach.

I. Working in coordination with the commissioner of administrative services as provided in RSA 282-B:6, I, the department shall produce, on an annual basis, a summary report on the granite state paid family leave plan. This report shall be made public and delivered to the governor, the senate president, and the speaker of the house of representatives. It shall include, but not be limited to, a description of progress in carrying out the processes contemplated under this subdivision, progress in improving the rate of FMLI coverage of employees in the state, and recommendations for more fully achieving the purposes and policy goals of this subdivision.

II. Working in coordination with the department of employment security as provided in RSA 282-B:6, II, the department shall develop and implement an outreach program to ensure that employers who might benefit from sponsoring FMLI coverage for their employees and individuals who may be eligible to receive FMLI coverage under this subdivision are made aware of this program. Outreach information shall explain in an easy to understand format, eligibility requirements, benefit structures, and the process for accessing coverage, enrolling individuals, and qualifying for the business tax credit provided for in RSA 77-E:3-d.

21-I:106 Rulemaking. The commissioner may adopt rules, pursuant to RSA 541-A, as deemed necessary for the implementation of this chapter.

21-I:107 Appropriation and Funding Transfer. The state treasurer shall transfer funds from the general fund to the department of administrative services for payment of the administrative and implementation costs associated with this chapter.

21-I:108 Program Start-up. The request for proposals for FMLI coverage as described in this subdivision shall be issued no later than March 31, 2022. The FMLI coverage shall be in place for state government employees and available for purchase by other public and private employers with more than 50 employees and individuals by January 1, 2023.

91:465 Insurance; Allocation of State Premium Tax. Amend RSA 400-A:32, III to read as follows:

III.(a) Except as provided in ~~subparagraph (b)~~ **subparagraphs (b) and (c)**, the taxes imposed in paragraphs I and II of this section shall be promptly forwarded by the commissioner to the state treasurer for deposit to the general fund.

(b) Taxes imposed attributable to premiums written for medical and other medical related services for the newly eligible Medicaid population as provided for under RSA 126-AA shall be deposited into the New Hampshire granite advantage health care trust fund established in RSA 126-AA:3. The commissioner shall notify the state treasurer of sums for deposit into the New Hampshire granite advantage health care trust fund no later than 30 days after receipt of said taxes. The moneys in the trust fund may be used for the administration of the New Hampshire granite advantage health care program, established in RSA 126-AA.

(c) Taxes imposed on premiums written by duly authorized insurance companies for family and medical leave insurance written in connection with the administration of RSA 21-I:96 through RSA 21-I:108 or RSA 282-B

shall be deposited into the FMLI premium stabilization trust fund established in RSA 282-B:5. The commissioner shall notify the state treasurer of sums for deposit into the FMLI premium stabilization trust fund no later than 30 days after receipt of said taxes.

91:466 New Chapter; Purchasing Pool for Family and Medical Leave Insurance. Amend RSA by inserting after chapter 282-A the following new chapter:

CHAPTER 282-B

PURCHASING POOL FOR FAMILY AND MEDICAL LEAVE INSURANCE

282-B:1 Purpose. The purpose of this chapter is to establish a group purchasing mechanism whereby individuals who work for employers with more than 50 employees who do not to offer either family and medical leave insurance (FMLI) coverage under the granite state paid family leave plan as authorized under RSA 21-I:96 through RSA 21-I:108 or an FMLI benefit that is at least equivalent to such coverage will have the opportunity to purchase granite state paid family leave plan coverage through a mechanism established by the state in conjunction with the state government employee FMLI plan.

282-B:2 Definitions. In this chapter:

I. "Child" has the same meaning as "son or daughter" in 29 U.S.C. section 2611(12).

II. "Commissioner" means the commissioner of the department of employment security.

III. "Department" means the department of employment security.

IV. "Employer" has the same definition as relevant provisions of RSA 282-A:8, except as provided in RSA 282-A:9.

V. "Employment" means wages paid for services by an employer that is covered by this chapter.

VI. "Family and medical leave" means leave from work:

(a) Because of the birth of a child of the employee, within the past 12 months;

(b) Because of the placement of a child with the employee for adoption or fostering within the past 12 months;

(c) Because of a serious health condition of a family member; or

(d) Because of any qualifying exigency arising from foreign deployment with the armed forces, or to care for a service member with a serious injury or illness as permitted under the federal Family and Medical Leave Act, 29 U.S.C. section 2612(a)(1)(E) and 29 C.F.R. section 825.126(a)(1) through (8), as they existed on October 19, 2017, for family members as defined in paragraph VIII.

(e) A serious health condition of the employee that isn't related to employment and their employer does not offer Short Term Disability insurance.

VII. "Family and Medical Leave Act" means the federal Family and Medical Leave Act of 1993, Pub.L. 103-3, 29 U.S.C. section 2601 et seq.

VIII. "Family member" means a child, a biological, adoptive, or foster parent, stepparent, or legal guardian of the child or the child's spouse or domestic partner, a biological, adoptive, or foster grandparent or step grandparent, or a spouse or domestic partner.

IX. "FMLI" means family and medical leave insurance providing wage replacement benefits under specified conditions.

X. "Individual Pool" means the pooled purchasing mechanism established in this chapter for the purpose of providing individual employees of employers who do not sponsor qualifying FMLI coverage the option to purchase such coverage on an individual basis.

XI. "Serious health condition" means any illness covered by the federal family and medical leave act including treatment for addiction as prescribed by a treating clinician, consistent with American Society of Addiction Medicine criteria, as well as treatment for a mental health condition, consistent with American Psychiatric Association criteria.

282-B:3 Employer and Employee Rights and Responsibilities.

I. Individuals who are employed by private employers with more than 50 employees who do not offer either FMLI coverage under the granite state paid family leave plan under RSA 21-I:96 - RSA 21-I:108 or an FMLI benefit that is at least equivalent to such coverage will have the opportunity to purchase granite state paid family leave plan coverage through the individual pool. The individual pool shall operate by payroll deduction for employees of employers with more than 50 employees whereby premiums are paid into an FMLI premium fund administered by the department as provided in this chapter and established in coordination with the commissioner of administrative services under RSA 21-I:96 through RSA 21-I:108.

II. Individuals employed by employers with more than 50 employees opting into the individual pool shall be required to make their premium remittances by payroll deduction. All private employers with more than 50 employees who have employees who have individually opted into this pooled purchasing mechanism shall remit FMLI premium payments to the department in a manner as directed by the commissioner.

III. Employers with fewer than 50 employees who wish to purchase FMLI coverage through the granite state paid family leave plan shall have the opportunity to purchase such coverage by making premium remittances into an FMLI premium fund administered by the department as provided in this chapter and established in coordination with the commissioner of administrative services acting pursuant to RSA 21-I:96.

282-B:4 FMLI Premium Fund Established. There is established the FMLI premium fund for deposits of insurance premium payments paid pursuant to RSA 282-B:3 and for remittance of such premiums to the FMLI carrier or carriers participating in the twin state voluntary leave plan. The department shall develop standard enrollment procedures in coordination with participating carriers and shall transmit enrollment and eligibility information to such carriers on a timely basis. The department shall establish procedures and mechanisms for the billing and collection of premiums from employers. The department shall specify in contracts with participating carriers how all premiums shall be transmitted and the frequency of that transmission and how penalties and grace periods on late payments of premiums shall be calculated. The department may contract with qualified, independent vendors for the services necessary to carry out some or all of the duties under this paragraph.

282-B:5 FMLI Premium Stabilization Trust Fund Established.

I. There is established the FMLI premium stabilization trust fund which shall be held and accounted for separately from all other funds. Interest, dividends, and other earnings of the fund shall be added to the fund. Deposits into the fund shall be limited exclusively to:

(a) Premium taxes imposed on premiums written by duly authorized insurance companies for family and medical leave insurance written in connection with the administration of RSA 21-I:96 through RSA 21-I:108 or RSA 282-B as provided in RSA 400-A:32, III(c); and

(b) Gifts, grants, and donations. The moneys in the fund shall not be subject to any state taxes and shall not be subject to any federal taxes to the extent allowed by applicable federal law.

II. The moneys in the fund shall constitute a premium stabilization reserve and shall be used exclusively for the purpose of assuring that the premiums charged to participants in the individual pool remain stable from year to year and do not exceed 5 dollars per subscriber per week. The fund shall be administered by the commissioner, who shall be authorized to make such periodic payments to participating FMLI carriers as are necessary to meet the purposes of this paragraph. The department is authorized to contract with qualified, independent vendors for the services necessary to carry out some or all of the duties under this paragraph.

282-B:6 Report and Outreach.

I. Working in coordination with the commissioner of administrative services as provided in RSA 21-I:105, I the department shall produce, on an annual basis, a summary report on the granite state paid family leave plan. The report shall be made public and delivered to the governor, the senate president, and the speaker of the house of representatives. It shall include but not be limited to, a description of progress in implementing the provisions of this chapter, payments into and out of the fund, the number of employees in the state participating in the purchasing mechanism, and recommendations for improvement of the program and for further increasing the rate at which New Hampshire employees have FMLI coverage.

II. Working in coordination with the department of administrative services as provided in RSA 21-I:105, II, the department shall develop and implement an outreach program to ensure that individuals who may be eligible to receive FMLI benefits under this chapter or under RSA 21-I:96 through RSA 21-I:108 are made aware of these benefits. Outreach information shall explain in an easy to understand format, eligibility requirements, benefit structures, and the process for accessing coverage and enrolling.

282-B:7 Rulemaking. The commissioner may adopt rules, pursuant to RSA 541-A, as deemed necessary for the implementation of this chapter.

282-B:8 Appropriation and Funding Transfer. The state treasurer shall transfer funds from the general fund to the department of employment security for payment of the administrative and implementation costs associated with this chapter.

282-B:9 Implementation. The individual pool shall be operational and available for use by individuals on a timetable that is sufficient to ensure that FMLI coverage shall be available for purchase by January 1, 2023.

282-B:10 Application; Employers with Fewer than 50 Employees. No provision of this chapter shall require employers with fewer than 50 employees to offer family medical leave or process payroll deductions on behalf employees choosing to participate in the program as individuals.

91:467 New Section; Family Medical Leave Insurance; Discrimination in the Workplace. Amend RSA 275 by inserting after section 37-c the following new section:

275:37-d Family and Medical Leave Insurance. If an employer has 50 or more employees and sponsors family and medical leave insurance pursuant to RSA 21-I:96, then any employee of that employer who takes family or medical leave and accesses wage replacement benefits under such family and medical leave insurance coverage shall be restored to the position she or he held prior to such leave or to an equivalent position by her or his employer consistent with the job restoration provisions of the federal Family and Medical Leave Act of 1993, Public Law 103-3, 29 U.S.C. section 2601 et seq. Such employers shall continue to provide health insurance to employees during the leave. However, employees shall remain responsible for any employee-shared costs associated with the health insurance benefits. Such employers shall not discriminate or retaliate against any employee for accessing family or medical leave wage replacement benefits. Employers of employees participating in the granite state paid family leave plan may require that paid leave taken under

this program be taken concurrently or otherwise coordinated with leave allowed under the terms of a collective bargaining agreement or other established employer policy or the Family and Medical Leave Act, as applicable.

91:468 New Subparagraphs; Application of Receipts. Amend RSA 6:12, I(b) by inserting after subparagraph (364) the following new subparagraphs:

(365) Moneys deposited in the FMLI premium fund established in RSA 282-B:4.

(366) Moneys deposited in the FMLI premium stabilization trust fund established in RSA 282-B:5.

91:469 New Section; Business Enterprise Tax; Granite State Paid Family Leave Plan Tax Credit. Amend RSA 77-E by inserting after section 3-d the following new section:

77-E:3-e Granite State Paid Family Leave Plan Tax Credit. There shall be a tax credit allowed against the tax due under this chapter in an amount equal to 50 percent of the premium paid by a sponsoring employer for family and medical leave insurance coverage offered to employees pursuant to RSA 21-I:100 for the taxable period in which the premium is paid.

91:470 Contingent Renumbering. If SB 77-FN of the 2021 general legislative session becomes law, RSA 104:31, XII as inserted by section 2 of SB 77 shall be renumbered as RSA 104:31, XIII.

91:471 Effective Date. Unless otherwise specified, the remainder of this act shall take effect July 1, 2021.

Approved: June 25, 2021

Effective Date:

Unless otherwise specified, the remainder of this act shall take effect July 1, 2021.

The remainder of this page is intentionally blank.

APPENDIX B: FORM P-37 AGREEMENT
SAMPLE FORM TO BE COMPLETED BY WINNING CARRIER
FORM NUMBER P-37 (version 12/11/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> <div style="display: flex; justify-content: space-between;"> By: Director, On: </div>			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> <div style="display: flex; justify-content: space-between;"> By: On: </div>			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> <div style="display: flex; justify-content: space-between;"> G&C Item number: G&C Meeting Date: </div>			

2. SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to

transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of

ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor

during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs,

computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the Contractor is in all respects an independent contractor and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION.

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright

infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any

subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE.

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM.

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS.

In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS.

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS.

Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY.

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT.

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

APPENDIX C: TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: Andrew

Bennett Telephone: 603-271-7411

Email: Andrew.J.Bennett@das.nh.gov

RE: Proposal Invitation Name: COMMERCIAL INSURANCE CARRIER SERVICES FOR THE NH PAID FAMILY AND MEDICAL LEAVE

PLAN RFP Number: **2571-22**

RFP Posted Date (on or by): **March 28th, 2022**

RFP Closing Date and Time: **May 9th, 2022 @ 10:00 AM (EST)**

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting RFP (collectively referred to as "Bidder")] hereby submits an offer as contained in the written RFP submitted herewith ("RFP") to the State of New Hampshire in response to RFP # **2571-22** for Commercial Insurance Carrier Services for the NH Granite State paid family leave plan at the price(s) quoted herein in complete accordance with the RFP.

Bidder attests to the fact that:

1. The Bidder has reviewed and agreed to be bound by the RFP.
2. The Bidder has not altered any of the language or other provisions contained in the RFP document.
3. The RFP is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Bidder has quoted in the RFP were established without collusion with other Bidders.
5. The Bidder has read and fully understands this RFP.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Bidder certifies that neither the Bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a Bidder code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the _____ day of _____, 2022, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

My commission expires (Date): _____

(Notary Public/Justice of the Peace)

APPENDIX D: STATE EMPLOYER CENSUS AND FMLA USAGE

APPENDIX E: BIDDER TOTAL PROJECTED COST FACTORS

APPENDIX F: NHID FAMILY AND MEDICAL LEAVE INSURANCE (FMLI) RULES (INS 8000)

APPENDIX G: STATE OF NH DEMOGRAPHIC DATA

APPENDIX H: TECHNICAL CAPABILITIES

APPENDIX I: BIDDER EXHIBIT CHECKLIST

A complete list of required Exhibits is provided below. Bidders must check each box for each Exhibit provided. Bidders must submit this form and all Exhibits as part of Exhibit N to the RFP response.

Exhibit A: Bidder financial stability support	<input type="checkbox"/> Have completed and attached
Exhibit B: Bidder proof of licensure and good standing	<input type="checkbox"/> Have completed and attached
Exhibit C: Certificates of insurance	<input type="checkbox"/> Have completed and attached
Exhibit D: Technical Capabilities	<input type="checkbox"/> Have completed and attached
Exhibit E: Applicable Rate Factor Tables and Formulas for (1) Private and Other Public Employers and (2) the Individual Group	<input type="checkbox"/> Have completed and attached
Exhibit F: Response to Appendix E: Bidder Total Projected Cost Factors	<input type="checkbox"/> Have completed and attached
Exhibit G: Minimum Standards for Underwriting and Plan Design Requirements applicable to Private and Other Public Employers	<input type="checkbox"/> Have completed and attached
Exhibit H: Bidder Use of Subcontractors	<input type="checkbox"/> Have completed and attached
Exhibit I: Response to Appendix H: Technical Capabilities	<input type="checkbox"/> Have completed and attached
Exhibit J: High-Level Flow Document for PFML Claim Management	<input type="checkbox"/> Have completed and attached
Exhibit K: Sample Claimant Communications	<input type="checkbox"/> Have completed and attached
Exhibit L: Detailed Implementation Plan	<input type="checkbox"/> Have completed and attached
Exhibit M: Completed Bidder Exhibit Checklist	<input type="checkbox"/> Have completed and attached

APPENDIX J: NON-DISCLOSURE AGREEMENT

The following documents are available to interested Bidders upon request. Census and claim data will not contain employee names or any other personal identifiable information. A complete and signed Non-Disclosure Agreement (NDA) is required for the transmission of documents. Please complete the NDA and email to Andrew.J.Bennett@das.nh.gov

1. State Employer Census and FMLA Usage (provided as Appendix D)
2. State of NH Demographic Data (provided as Appendix G)

Confidentiality and Non-Disclosure Agreement

This Confidentiality Agreement to COMMERCIAL INSURANCE CARRIER FOR THE GRANITE STATE PAID FAMILY AND MEDICAL LEAVE PLAN RFP, is between the State of New Hampshire, Department of Administrative Services ("**Disclosing Party**"), and _____ ("**Recipient**").

1. In connection with Recipient's desire to submit a proposal or bid to the State (the "**Purpose**"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, agents and representatives (collectively, "**Representatives**"). Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives. This Agreement shall expire without further action upon cancellation of the procurement, award of the related contract, failure of Recipient to submit a timely proposal or bid to COMMERCIAL INSURANCE CARRIER FOR THE GRANITE STATE PAID FAMILY AND MEDICAL LEAVE RFP, or rejection of Recipient's proposal or bid, whichever occurs first. Recipient's obligations under this Agreement shall survive expiration.

2. "**Confidential Information**" means proprietary information, location, addresses, sketches, drawing/floor plans, models, equipment and any other non-public, proprietary or confidential information related to such agreement; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information.

3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly return to Disclosing Party all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.

5. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.

6. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

7. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New Hampshire, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in New Hampshire. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

8. All notices must be in writing and addressed to the relevant party at its address set out in the preamble. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

9. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

By _____
Name:
Title:

State of NH,

By _____
Name:
Title: